

**Additional Administrative Questions and Answers for
RFP #500-11-504 (Technical Assistance for the Research and Development Division)**

1. **Our Company reviewed the responses affecting the ability of bidders (prime and subcontractors) to bid on other projects with the Energy Commission (Q and A's 6, 7, 8, 9, 10 and 31).**
 - a) **Does being an awardee under the 2011 ETDG II solicitation (PON 11-501) affect bidders in any way? For example, are they precluded from bidding in response to this RFP (#501-11-504)?**
 - b) **On related tact, would a subcontractor be precluded from bidding in response to RFP 600-11-601, Alternative and Renewable Fuel and Vehicle Technology Program Outreach and Marketing Campaign that was issued on March 7, 2012?**

CEC Staff Response:

- a) No. There is no conflict being awardee of the ETDG II solicitation and participating in RFP 501-11-504 because technical support contractors were not used to develop the RFP.
- b) If there was no involvement by the subcontractor in the development of any of these RFPs, then there is no conflict of interest. Being a contractor or subcontractor on a PIER technical support team does not preclude team members from bidding on current and future Energy Commission contracts. The contractor and subcontractors are precluded from bidding or being involved in a contract only if they were involved in the solicitation that resulted in the contract.

Additionally, the PIER Program has not used any technical support contractor in the preparation of current solicitations; therefore there should not be any conflict. The issue of conflict of interest arises on future solicitations when the PIER program uses the technical support contractor to help in the development/evaluation of these solicitations.

2. **This is a follow up to the questions and answers that came out for RFP #500-11-504. I realize that the time period is up for submitting questions. However, I wanted to bring an issue to your attention that we discovered in putting a team together for a proposal. It appears that potential bidders are interpreting the answers in ways that I do not believe was your intention. As a result, very qualified bidders may decide not to bid who may have otherwise been eligible. I am requesting that any answer you provide on this matter be posted to all prospective bidders.**
 - a) **Our Company is proposing to prime the contract. We have heard from a number of our potential subcontractors that the answers to questions 8 and 9 are being interpreted to mean that bidders cannot work on any PIER related project if they are selected as a contractor. Let me give the following example to see if I am interpreting the answers correctly. Let's assume that a company who is an expert in hot water systems is selected as a subcontractor under the**

RD&D technical assistance contract only to provide expertise on hot water technologies. However, this same company has expertise in an entirely unrelated area such as air pollution control. A year after they are selected as a subcontractor for PIER as an expert on hot water technologies, they are approached by a company who is intending to submit a proposal to PIER. The proposal has absolutely nothing to do with hot water technologies and instead involves air pollution controls for vehicles. They would like the company to partner with them on the air pollution controls for vehicle proposal to PIER. The way our potential subcontractors are interpreting the answers to questions 8 and 9 is that the company cannot be part of the air pollution controls for vehicles proposal to PIER because they are on the RD&D technical assistance contract.

- b) When Mike Gravely was answering the question at the pre-bid conference, I understood his answer to follow along a classic conflict of interest philosophy. In particular, he pointed out that companies cannot put themselves into a position that because of the work they are doing under the RD&D contract would give them an unfair business advantage. For example, if they were involved in the development of an RFP for PIER, or were providing technical expertise on behalf of PIER in a particular area, they could not bid in that area over the term of the contract as it would potentially give them an unfair advantage over competitors. This approach makes eminent sense and precludes possible conflict of interest. However, that same company should not be prevented from bidding in unrelated areas as long as they are not gaining an unfair business advantage.

I want to make sure that I'm interpreting this correctly. As I pointed out, potential bidders are interpreting the answers in a way that may be excluding bidders in a way that you and the PIER Program did not intend.

CEC Staff Response:

- a) The hot water subcontractor can participate in and respond to the air pollution control RFP if there was no involvement by the hot water subcontractor and its team members (prime and subs) in the preparation of the air pollution control RFP. The technical support contract team is only restricted in areas where there was direct involvement in the solicitation, such as development, preparation, or scoring. If there is no involvement then there is no conflict.
- b) Mike Gravely's comment is correct. There is a conflict of interest only when anyone on the prime contractor team (including subcontractors) was involved in the development, management and/or scoring of an RFP for PIER, or provided technical expertise on behalf of PIER in a particular area. In these situations, the prime contractor and its team could not bid in that area over the term of the contract as it would potentially give them an unfair advantage over competitors.